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Telephone: (775) 398-5800  
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5  
6 Attorney for  
GGW GLOBAL BRANDS, INC.

7 UNITED STATES BANKRUPTCY COURT  
8 DISTRICT OF NEVADA  
9

10 In re  
11 GGW BRANDS, LLC *et al.*  
12 Debtors.

Adv Proc.: 13-01050-MKN

Chapter 11

13 WYNN LAS VEGAS LLC dba WYNN LAW  
14 VEGAS, a Nevada limited liability company

15 Plaintiff, Counterclaim  
16 Defendant

GGW GLOBAL BRANDS, INC.  
SUPPLEMENTAL OPPOSITION TO  
MOTION FOR ORDER APPROVING  
STIPULATION REGARDING  
RESOLUTION OF REMOVED ACTION

17 v.

18 GGW DIRECT, LLC, a Delaware limited  
liability company; GGW BRANDS, LLC, a  
Delaware limited liability company; GGW  
19 EVENTS, LLC, a Delaware limited liability  
company; MANTRA FILMS, INC., a  
20 suspended Oklahoma corporation; BLUE  
HORSE TRADING, LLC, a California limited  
21 liability company; PEPE BUS, LLC, an  
inactive Montana limited liability company;  
22 SANDS MEDIA, INC., a revoked Nevada  
domestic corporation; JOSEPH R. FRANCIS,  
23 an individual; DAVID R. HOUSTON, an  
individual; and DAVID R. HOUSTON, LTD.,  
24 a Nevada professional corporation, doing  
business as THE LAW OFFICE OF DAVID  
25 R. HOUSTON,

26 Defendants

27 *Caption continued*  
28

**Hearing:**

Date: August 28, 2013

Time: 9:30 a.m.

Place: Courtroom 2

US Bankruptcy Court

District of Nevada

Foley Federal Building

300 Las Vegas Boulevard South

Las Vegas, NV 989101

1 GGW GLOBAL BRANDS, INC., as successor  
2 in interest of certain assets of PEPE BUS, LLC

3 Counterclaimant and  
4 Crossclaimant

5 v.

6 WYNN LAS VEGAS LLC d/b/a WYNN LAS  
7 VEGAS

8 Counterclaim Defendant

9 -and-

10 GGW DIRECT, LLC; GGW BRANDS, LLC;  
11 and GGW EVENTS, LLC

12 Crossclaim Defendants

13 GGW GLOBAL BRANDS, INC., as successor in interest of certain assets of PEPE BUS,  
14 LLC, hereby files the following Supplemental Opposition to the Motion for Order Approving  
15 Stipulation Regarding Resolution of Removed Action (Docket No. 23):

16 **I. INTRODUCTION**

17 The underlying litigation in this adversary proceeding involves a dispute as to who has a  
18 right to monies being held in an attorney client trust fund maintain by DAVID HOUSTON.  
19 WYNN LAS VEGAS, LLC (“WYNN”) brought the present litigation in Nevada state court  
20 against a number of defendants with possible claims to the money, including certain of the Debtors  
21 (GGW DIRECT, LLC and GGW BRANDS, LLC) and PEPE BUS, LLC. In the litigation, WYNN  
22 claims that the funds are funds of Joseph R. Francis, a judgment debtor to WYNN, and that  
23 therefore, as judgment creditor, WYNN has a right to those funds on deposit.

24 GGW GLOBAL BRANDS, INC. is a successor in interest to PEPE BUS, LLC with respect  
25 to its right to the trust fund monies. GGW GLOBAL BRANDS, INC. has filed an Answer,  
26 Counterclaim, and Cross-Claim in this matter asserting that the funds in the trust account belong to  
27 it.

Notwithstanding the pending claims of GGW GLOBAL BRANDS, INC. in this adversary proceeding, which have yet to be litigated, WYNN seeks to have this court approve a compromise between WYNN and the Debtors to divide up the funds amongst themselves, to the exclusion of GGW GLOBAL BRANDS, INC. WYNN argues in its Reply that this is proper because, supposedly: (1) collateral estoppel applies to preclude GGW GLOBAL BRANDS, INC. from litigating its claims; and (2) PEPE BUS, LLC, the predecessor in interest to GGW GLOBAL BRANDS, INC., was supposedly served with the Summons and Complaint of WYNN long ago in the state litigation through the service upon Joseph Francis and therefore its Answer, Counterclaim and Cross-Claims are supposedly untimely.

WYNN is incorrect on both counts.

**II. COLLATERAL ESTOPPEL DOES NOT APPLY BECAUSE THE CLAIMS OF GGW GLOBAL BRANDS, INC. HAVE NOT YET BEEN FULLY AND FAIRLY LITIGATED**

The proposed settlement of the present adversary proceeding is part of a much larger proposed settlement between WYNN and the Debtors. In the main bankruptcy case of the Debtors, which is currently pending in the Central District of California Bankruptcy Court, WYNN has potential claims against the Debtors of in excess of \$30 million for the debts owed to WYNN by Joseph Francis, as represented by three judgments that WYNN has obtained against Francis. The success of such claims in the main bankruptcy case depends upon WYNN successfully arguing for the application of outside reverse piercing of the corporate veil of Debtors. The proposed settlement seeks to resolve those claims, which are pending in the Central District of California case, as well as the asserted claims against the trust funds in the case presently pending before this court. Because of this, institution of the settlement requires the approval of both the Central District of California Bankruptcy Court (with respect to the reverse corporate veil piercing claims) and this court (with respect to the claims against the trust fund)

WYNN has obtained the approval of the settlement from the Central District of California Bankruptcy Court. In that matter, GGW GLOBAL BRANDS, INC. filed a brief in Opposition to the Settlement (See WYNN's Request for Judicial Notice, Exhibit B), focusing on the invalidity of WYNN's reverse corporate veil piercing claims since that was the portion of the settlement

1 over which the Central District of California Bankruptcy Court had approval authority. In its brief,  
2 GGW GLOBAL BRANDS, INC. also informed the Central District of California Bankruptcy  
3 Court of its intention to litigate the trust funds issue portion of the proposed settlement in front of  
4 the Nevada Bankruptcy Court pursuant to this adversary proceeding. GGW GLOBAL BRANDS,  
5 INC. stated:

6 “As part of the proposed Settlement, the Debtors and Wynn  
7 are agreeing that the Debtors will receive \$800,000 of the  
8 \$1.9 million on deposit in an attorney trust account that is at  
9 issue in that litigation, and that Wynn will receive the  
10 remaining \$800,000 [sic]. However, the Debtors and Wynn  
11 are not the only parties to that litigation. Pepe Bus, LLC is  
12 also a party to that litigation and was never served with a  
13 Summons or Complaint. The \$1.1 million that the  
14 Settlement Agreement agrees to give to Wynn actually  
15 belonged to Pepe Bus, LLC. Pepe Bus, LLC assigned the  
16 right to such monies to GGW Global Brands, Inc. and  
GGW Global Brands, Inc. will be making an appearance in  
the Nevada alter ego litigation asserting its claims before  
the hearing on the Settlement. This precludes this court  
from approving the Settlement since the property of parties  
other than those who will be signatories to the Settlement  
Agreement are being dealt with by the proposed  
Settlement.”

17 Thus, GGW GLOBAL BRANDS, INC. never litigated the issue of ownership of the trust  
18 funds. It merely informed the Central District of California Bankruptcy Court of its intention to  
19 litigate the issue in front of this court (Nevada Bankruptcy Court) as part of the adversary  
20 proceeding pending before this court. Because of this, GGW GLOBAL BRANDS, INC. never  
21 presented evidence regarding its claims to the trust funds to the Central District of California  
22 Bankruptcy Court.

23 As part of their Reply to the Opposition in the Central District of California Bankruptcy  
24 Court matter, the Debtors argued that GGW GLOBAL BRANDS, INC. had not presented  
25 evidence of its claims to the trust fund money and that Pepe Bus, LLC, the predecessor in interest  
26 to GGW GLOBAL BRANDS, INC., had supposedly been served with a copy of the Summons  
27 and Complaint in the state court litigation that was removed to the Nevada Bankruptcy Court as a  
28 result of service upon Joseph Francis. GGW GLOBAL BRANDS, INC. did not have a meaningful

1 opportunity to respond to these specious arguments because it had already filed its Opposition  
 2 brief and the court had already rendered its tentative decision before the hearing on the matter.<sup>1</sup> In  
 3 addition, the dispute as to ownership of the trust fund monies was before the Nevada Bankruptcy  
 4 Court for decision, not the Central District of California Bankruptcy Court, and therefore it was  
 5 not incumbent upon GGW GLOBAL BRANDS, INC. to present evidence with respect to its  
 6 claims to the trust funds to the Central District of California Bankruptcy Court. The portion of the  
 7 proposed settlement properly before the Central District of California Bankruptcy Court, and over  
 8 which it had approval authority, was resolution of the reverse corporate veil piercing claims of  
 9 WYNN.

10 Because GGW GLOBAL BRANDS, INC. never litigated its trust fund claims in front of  
 11 the Central District of California Bankruptcy Court, the portions of such court's Settlement  
 12 Agreement ruling in which it discusses that GGW GLOBAL BRANDS, INC. had not presented  
 13 evidence of its claims to the trust fund monies do not give rise to collateral estoppel or preclude  
 14 GGW GLOBAL BRANDS, INC. from continuing with its claims in front of the present court, as  
 15 GGW GLOBAL BRANDS, INC. had informed the Central District of California Bankruptcy  
 16 Court all along that it intended to do.

17 As stated by the United States Supreme Court in *Kremer v. Chemical Const. Corp.*, 456  
 18 U.S. 461, 480-481 (1982):

19 "We have previously recognized that the judicially created  
 20 doctrine of collateral estoppel does not apply when the  
 21 party against whom the earlier decision is asserted did not  
 22 have a 'full and fair opportunity' to litigate the claim or  
 23 issue, *Allen v. McCurry*, 449 U.S., at 95, 101 S.Ct., at 415,  
 24 *Montana v. United States*, 440 U.S. 147, 153, 99 S.Ct. 970,  
 25 973, 59 L.Ed.2d 210 (1979); *Blonder-Tongue Laboratories,*  
 26 *Inc. v. University of Illinois Foundation*, 402 U.S. 313, 328-  
 329, 91 S.Ct. 1434, 1442-43, 28 L.Ed.2d 788 (1971).  
 'Redetermination of issues is warranted if there is reason to  
 doubt the quality, extensiveness, or fairness of procedures  
 followed in prior litigation.' *Montana v. United States*,

27 <sup>1</sup> That is why GGW GLOBAL BRANDS, INC. is taking the unusual step of filing this Supplemental Opposition  
 28 Brief. It does not want to again be unfairly precluded from fully arguing points brought up for the first time in a Reply  
 Brief.

1                   *supra*, at 164, n.11, 99 S.Ct. at 979, n.11.”

2           With respect to the limits on the application of collateral estoppel, the United States  
3 Supreme Court has also pointed out that it applies only “once a party has fought out a matter in  
4 litigation with the other party.” *C.I.R. v. Sunnen*, 333 U.S. 591, 598.

5           In the present case, GGW GLOBAL BRANDS, INC. has never fought out the matter of  
6 who owns the trust funds with the Debtors or WYNN. The fact that GGW GLOBAL BRANDS,  
7 INC. informed the Central District of California Bankruptcy Court that it intended on litigating  
8 this issue in front of the Nevada Bankruptcy Court as part of the adversary proceeding did not  
9 place the issue in front of the Central District of California Bankruptcy Court for a determination.  
10 Indeed, it did just the opposite. It rightfully informed the Central District of California Bankruptcy  
11 Court that the matter was to be decided by the court in front of whom the adversary proceeding  
12 disputing such issue was pending.

13           GGW GLOBAL BRANDS, INC. has a right to a full evidentiary trial on the merits of its  
14 counter and cross claims to the trust fund monies, after being given the opportunity to full and fair  
15 discovery.

16           Contrary to the assertions of WYNN in its Reply brief, the approval of the present court to  
17 the Settlement Agreement is not purely a “ministerial act.” As previously discussed, the proposed  
18 Settlement Agreement seeks to resolve two sets of claims of WYNN. First, it seeks to resolve the  
19 reverse corporate veil piercing claims against the Debtors’ estates, which issue was properly  
20 before the Central District of California Bankruptcy Court for approval. Secondly, it seeks to  
21 resolve the claims against the attorney trust fund, which issue is properly before the present court  
22 as part of the adversary proceeding. The Central District of California Bankruptcy Court cannot  
23 usurp the authority of the present court to determine the trust fund claims properly before it.

24           Because the proposed Settlement Agreement seeks to divide up the trust fund monies to  
25 the exclusion of GGW GLOBAL BRANDS, INC. before its counter and cross claims to such  
26 funds are adjudicated, the Motion for approval must be denied as premature.

1  
2 **III. PEPE BUS, LLC WAS NEVER SERVED WITH THE SUMMONS AND**  
3 **COMPLAINT**

4 WYNN asserts in its Reply that PEPE BUS, LLC, a defendant in the adversary proceeding  
5 and the predecessor in interest to GGW GLOBAL BRANDS, INC., was effectively and properly  
6 served with the Summons and Complaint in the state court proceeding as a result of the service of  
7 such Summons and Complaint upon Joseph Francis. This is not true.

8 The Summons and Complaint in the state court proceeding were served upon Joseph  
9 Francis, also an individual defendant in the litigation, on April 19, 2012. (See Proof of Service,  
10 attached as Exhibit A hereto, for which Judicial Notice is requested)

11 Prior to such service, on March 12, 2012, Articles of Termination for PEPE BUS, LLC  
12 were filed with the Montana Secretary of State dissolving the limited liability company and  
13 appointing Robert F. Klueger as the sole person to receive service of process and to wind up the  
14 company. (See filed Articles of Termination attached as Exhibit B hereto, for which judicial  
15 notice is requested). These Articles of Termination replaced the Articles of Organization and  
16 Operating Agreement for the dissolved PEPE BUS, LLC. Notably, Mr. Klueger signed the  
17 Articles of Termination as "Member", thereby further evidencing that he had replaced all existing  
18 Members of the dissolved limited liability company.

19 Therefore, service of the Summons and Complaint upon Joseph Francis, who is also a  
20 defendant in the litigation, did not constitute service upon PEPE BUS, LLC. To be proper  
21 service, service had to have been made upon Robert Klueger, as set forth in the Articles of  
22 Termination. No evidence has been presented that any such service occurred.

23 WYNN is also wrong in its assertion that PEPE BUS, LLC did not need to be served since  
24 it was a dissolved limited liability company. Under Montana law, a dissolved limited liability  
25 company can still sue and be sued, and can enter into contracts as part of the winding up of its  
26 business. Mont. Code Ann §35-8-903(2) provides as follows:

27 "(2) The persons winding up the business or affairs of the  
28 limited liability company may, in the name of and for and  
on behalf of the limited liability company:  
(a) prosecute and defend suits;



(b) settle and close the business of the limited liability company  
 (c) dispose of and transfer the property of the limited liability company..."

**IV. GGW GLOBAL BRANDS, INC. HAS VALID CLAIMS AGAINST THE TRUST FUNDS**

As previously stated, GGW GLOBAL BRANDS, INC. has a right to a full evidentiary trial on the merits of its counter and cross claims to the trust fund monies, after being given the opportunity to full and fair discovery. GGW GLOBAL BRANDS, INC. does not waive such right by the presentation of the following evidence, but presents the evidence only to show this court that it does have a credible claim to the trust fund monies and therefore has a right to the full adjudication of such claims.

The trust funds at issue in the present litigation were transferred into the attorney trust fund account at issue from an account maintained by Boulevard Management. The business records of PEPE BUS, LLC reflect that \$1,750,000 of funds transferred into the Boulevard Management Account were funds of PEPE BUS, LLC. (See Exhibit A to Declaration of Joseph Francis filed concurrently herewith). On June 12, 2011, PEPE BUS, LLC assigned its rights to those funds to GGW GLOBAL BRANDS, INC. (See Exhibit B to Declaration of Joseph Francis)

**V. CONCLUSION**

This Court must deny the Motion for Resolution of Removed Action to the extent that it seeks to divide the funds contained in the HOUSTON trust account as the claims of GGW GLOBAL BRANDS, INC. to those funds have not yet been adjudicated and GGW GLOBAL BRANDS, INC. has not agreed to the proposed settlement.

DATED: August 22, 2013

By: /s/ Kenneth E. Lyon III  
 Attorney for GGW GLOBAL BRANDS,  
 INC.



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EXHIBIT A

ORIGINAL

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AOS

Mitchell J. Langberg, Esq., Nevada Bar No. 10118  
 Laura E. Bielinski, Esq., Nevada Bar No. 10516  
 Joanna M. Myers, Esq., Nevada Bar No. 12048  
**BROWNSTEIN HYATT FARBER SCHRECK, LLP**  
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 Telephone: (702) 382-2101  
 Facsimile: (702) 382-8135

FILED

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*Ann L. Schreck*  
 CLERK OF THE COURT

*Attorneys for Wynn Las Vegas, LLC*  
*d/b/a Wynn Las Vegas*

## DISTRICT COURT

## CLARK COUNTY, NEVADA

WYNN LAS VEGAS LLC  
 d/b/a WYNN LAS VEGAS, a Nevada  
 limited liability company,

Plaintiff,

v.

GGW DIRECT, LLC, a Delaware limited  
 liability company; GGW BRANDS, LLC,  
 a Delaware limited liability company;  
 GGW EVENTS, LLC, a Delaware limited  
 liability company; MANTRA FILMS,  
 INC., a suspended Oklahoma corporation;  
 BLUE HORSE TRADING, LLC, a  
 California limited liability company; PEPE  
 BUS, LLC, an inactive Montana limited  
 liability company; SANDS MEDIA, INC.,  
 a revoked Nevada domestic corporation;  
 JOSEPH R. FRANCIS, an individual,  
 DAVID R. HOUSTON, an individual; and  
 DAVID R. HOUSTON, LTD., a Nevada  
 professional corporation, doing business as  
 THE LAW OFFICE OF DAVID R.  
 HOUSTON,

Defendants.

Case No. A-12-660288-B

Dept. No. XI

AFFIDAVIT OF SERVICE OF JOSEPH R. FRANCIS

SUBMITTED UNDER SEAL PURSUANT TO  
 PENDING MOTION TO TEMPORARILY  
 FILE UNDER SEAL

A-12-660288-B  
 FUS  
 Filed Under Seal  
 1835021



BROWNSTEIN HYATT FARBER SCHRECK, LLP  
 100 NORTH CITY PARKWAY, SUITE 1600  
 LAS VEGAS, NV 89106  
 (702) 382-2101

RECEIVED

APR 24 2012

CLERK OF THE COURT

21658\100\1676880.1

5

Attorney or Party without Attorney: MITCHELL J. LANGBERG, ESQ., Bar #10118 BROWNSTEIN HYATT FARBER SCHRECK, LLP 100 N. CITY PARKWAY SUITE 1600 LAS VEGAS, NV 89106 Telephone No: 702-382-2101 FAX No: 702-382-8135		For Court Use Only	
Attorney for: Plaintiff		Ref. No. or File No.:	
Insert name of Court, and Judicial District and Branch Court: DISTRICT COURT CLARK COUNTY, NEVADA			
Plaintiff: WYNN LAS VEGAS LLC, ETC. Defendant: GGW DIRECT, LLC, ET AL.			
<b>PROOF OF SERVICE SUMMONS &amp; COMPLAINT</b>		Hearing Date:	Time:
		Dept/Div:	Case Number: A-12-660288-B

1. At the time of service I was at least 18 years of age and not a party to this action.
2. I served copies of the Summons; Complaint; Plaintiff Wynn Las Vegas, LLC's Motion To Temporarily File Under Seal; Initial Appearance Fee Disclosure; Ex Parte Application For Order Directing The Issuance Of A Writ Of Attachment And Writs Of Garnishment Without Notice; Memorandum Of Points And Authorities In Support Of Plaintiffs: (1) Ex Parte Application For Writ Of Attachment And Writ Of Garnishment Without Notice, And (2) Ex Parte Motion For Temporary Restraining Order And Preliminary Injunction On Order Shortening Time; Declaration Of Mitchell J. Langberg In Support Of Issuance Of Writ Of Attachment, Writs Of Garnishment, Tro And Preliminary Injunction; Temporary Restraining Order And Order Setting Hearing On Motion For Preliminary Injunction; Notice Of Posting Bond.
3. a. Party served: JOSEPH R. FRANCIS, AN INDIVIDUAL  
 b. Person served: party in item 3. a.
4. Address where the party was served: 1111 BEL AIR PLACE  
 LOS ANGELES, CA 90077
5. I served the party:
  - a. by personal service. I personally delivered the documents listed in item 2 to the party or person authorized to receive service of process for the party (1) on: Thu., Apr. 19, 2012 (2) at: 6:59PM
7. Person Who Served Papers:
  - a. Brad Blankenship
  - b. FIRST LEGAL INVESTIGATIONS  
 2112 N. MAIN STREET, SUITE 220  
 SANTA ANA, CA 92706
  - c. (714) 550-1375
  - d. The Fee for Service was: Recoverable Cost Per CCP 1033.5(a)(4)(B)
  - e. I am: (3) registered California process server
    - (i) Independent Contractor
    - (ii) Registration No.: 4052
    - (iii) County: Los Angeles

8. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: Fri, Apr. 20, 2012

Attorney or Party without Attorney: MITCHELL LANGBERG, ESQ., Bar #171912 BROWNSTEIN HYATT FARBER SCHRECK, LLP 2029 CENTURY PARK EAST SUITE 2100 LOS ANGELES, CA 90067 Telephone No: 310-500-4600 FAX No: 310-500-4602			For Court Use Only	
Attorney for: Plaintiff			Ref. No. or File No.:	
Insert name of Court, and Judicial District and Branch Court: DISTRICT COURT CLARK COUNTY, NEVADA				
Plaintiff: WYNN LAS VEGAS LLC, ETC. Defendant: GGW DIRECT, LLC, ETC.				
<b>PROOF OF SERVICE SUMMONS &amp; COMPLAINT</b>			Hearing Date:	Time:
			Dept/Div:	Case Number: A-12-660288-B

1. At the time of service I was at least 18 years of age and not a party to this action.

2. I served copies of the SUMMONS; COMPLAINT; SEE ATTACHMENT FOR DOCUMENTS SERVED.

3. a. Party served: JOSEPH R. FRANCIS, AN INDIVIDUAL  
 b. Person served: PARTYIN ITEM 3A

4. Address where the party was served: 10940 WILSHIRE BLVD.  
 10TH FLOOR  
 LOS ANGELES, CA 90024

5. I served the party:  
 b. by substituted service. On: Thu., Apr. 19, 2012 at: 4:00PM by leaving the copies with or in the presence of:  
 "JANE DOE", FRONT DESK, Caucasian, Female, 27 Years Old, Blonde Hair,  
 5 Feet 5 Inches, 110 Poun  
 (1) (Business) a Person in charge at least 18 years of age apparently in charge of the office or usual place of business of the  
 person served. I informed him or her of the general nature of the papers.  
 (4) A declaration of mailing is attached.

7. Person Who Served Papers:  
 a. JONATHAN SOLIS



1511 West Beverly Blvd.  
 Los Angeles, CA 90026  
 Telephone (213) 250-9111  
 Fax (213) 250-1197  
 www.firstlegallnetwork.com

Recoverable Cost Per CCP 1033.5(a)(4)(B)

d. The Fee for Service was:

e. I am: (3) registered California process server  
 (i) Independent Contractor  
 (ii) Registration No.: 6303  
 (iii) County: Los Angeles  
 (iv) Expiration Date: Mon, Aug. 19, 2013

8. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: Fri, Apr. 20, 2012

Attorney or Party without Attorney: MITCHELL LANGBERG, ESQ., Bar #171912 BROWNSTEIN HYATT FARBER SCHRECK, LLP 2029 CENTURY PARK EAST SUITE 2100 LOS ANGELES, CA 90067 Telephone No: 310-500-4600 FAX No: 310-500-4602				For Court Use Only	
Attorney for: Plaintiff Ref. No or File No.:					
Insert name of Court, and Judicial District and Branch Court: DISTRICT COURT CLARK COUNTY, NEVADA					
Plaintiff: WYNN LAS VEGAS LLC, ETC. Defendant: GGW DIRECT, LLC, ETC.					
<b>PROOF OF SERVICE</b> <b>By Mail</b>		Hearing Date:	Time:	Dept/Div:	Case Number: A-12-660288-B


1. I am over the age of 18 and not a party to this action. I am employed in the county where the mailing occurred.
2. I served copies of the SUMMONS; COMPLAINT; SEE ATTACHMENT FOR DOCUMENTS SERVED.
3. By placing a true copy of each document in the United States mail, in a sealed envelope by First Class mail with postage prepaid as follows:
 

a. Date of Mailing:	Fri., Apr. 20, 2012
b. Place of Mailing:	LOS ANGELES, CA 90026
c. Addressed as follows:	JOSEPH R. FRANCIS, AN INDIVIDUAL 10940 WILSHIRE BLVD. 10TH FLOOR LOS ANGELES, CA 90024
4. I am readily familiar with the business practice for collection and processing of correspondence as deposited with the U.S. Postal Service on Fri., Apr. 20, 2012 in the ordinary course of business.
5. *Person Serving:*

a. Thomas Tilcock b. FIRST LEGAL SUPPORT SERVICES 1511 W. BEVERLY BLVD LOS ANGELES, CA 90026 c. 213-250-9111	Recoverable Cost Per CCP 1033.5(a)(4)(B) d. <i>The Fee for Service was:</i> e. I am: Not a Registered California Process Server
--	---

8. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: Fri, Apr. 20, 2012

  
(Thomas Tilcock) 5220465 .milla.443582



"ATTACHMENT"

PLAINTIFF WYNN LAS VEGAS, LLC'S MOTION TO TEMPORARILY FILE UNDER SEAL;  
FILED UNDER SEAL PURSUANT TO THIS REQUEST

INITIAL APPEARANCE FEE DISCLOSURE; FILED UNDER SEAL PURSUANT TO  
PLAINTIFF'S REQUEST TO TEMPORARILY FILE UNDER SEAL, FILED CONCURRENTLY  
HEREWITH

EX PARTE APPLICATION FOR ORDER DIRECTING THE ISSUANCE OF A WRIT OF  
ATTACHMENT AND WRITS OF GARNISHMENT WITHOUT NOTICE; SUBMITTED UNDER  
SEAL PURSUANT TO PENDING MOTION TO TEMPORARILY FILE UNDER SEAL

TEMPORARY RESTRAINING ORDER AND ORDER SETTING HEARING ON MOTION FOR  
PRELIMINARY INJUNCTION; SUBMITTED UNDER SEAL PURSUANT TO PENDING MOTION  
TO TEMPORARILY FILE UNDER SEAL

MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF PLAINTIFF'S: (1) EX  
PARTE APPLICATION FOR WRIT OF ATTACHMENT AND WRIT OF GARNISHMENT  
WITHOUT NOTICE, AND (2) EX PARTE MOTION FOR TEMPORARY RESTRAINING ORDER  
AND PRELIMINARY INJUNCTION ON ORDER SHORTENING TIME; SUBMITTED UNDER  
SEAL PURSUANT TO PENDING MOTION TO TEMPORARILY FILE UNDER SEAL

DECLARATION OF MITCHELL J. LANGBERG IN SUPPORT OF ISSUANCE OF WRIT OF  
ATTACHMENT, WRITS OF GARNISHMENT, TRO AND PRELIMINARY INJUNCTION;  
SUBMITTED UNDER SEAL PURSUANT TO PENDING MOTION TO TEMPORARILY FILE  
UNDER SEAL

TEMPORARY RESTRAINING ORDER AND ORDER SETTING HEARING ON MOTION FOR  
PRELIMINARY INJUNCTION; SUBMITTED UNDER SEAL PURSUANT TO PENDING MOTION  
TO TEMPORARILY FILE UNDER SEAL

NOTICE OF POSTING BOND; SUBMITTED UNDER SEAL PURSUANT TO PENDING MOTION  
TO TEMPORARILY FILE UNDER SEAL

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EXHIBIT B



**COPY**

## STATE OF MONTANA

ARTICLES of TERMINATION for  
a LIMITED LIABILITY COMPANY  
(35-8-906, MCA)

MAIL: LINDA McCULLOCH  
Secretary of State  
P.O. Box 202801  
Helena, MT 59620-2801

PHONE: (406) 444-3665  
FAX: (406) 444-3976  
WEB SITE: [sos.mt.gov](http://sos.mt.gov)



Prepare, sign, submit with an original signature and filing fee.  
This is the minimum information required.

(This space for use by the Secretary of State only)

1289047  
STATE OF MONTANA  
**FILED**  
MAR 12 2012  
TB  
SECRETARY OF STATE

Required Filing Fee: \$15.00

☒ 24 Hour Priority Handling check box and Add \$20.00☐ 1 Hour Expedite Handling check box and Add \$100.00

1. The current name of this Limited Liability Company is:  
PEPE BUS, LLC
2. The reason for filing these articles of termination is:  
LLC has been dissolved.
3. The effective date of the articles of termination is: 03/05/2012  
If left blank, termination is effective upon filing in SOS office. (Month/Day/Year)
4. The name of the agent(s) authorized to receive service of process after dissolution or Termination of the LLC:  
Robert F. Klueger
5. The name of the person(s) authorized to wind up the business and execute documents on behalf of the limited liability company is:  
Robert F. Klueger
6. The date of dissolution was (cannot be a future date): 02/28/2012  
(Month/Day/Year)
7. I, HEARBY SWEAR AND AFFIRM, under penalty of law, that the company's business has been wound up and the legal existence of the company has been terminated.

Signature of a Manager (if managed by managers) or a Member (if managed by members).

Member: \_\_\_\_\_ Date: 3-5-2012  
Title (managing manager or member)

Daytime Contact: Phone 818-933-3838 Email bob@lataxlawyers.com

RECEIVED  
HELENA, MONTANA  
MAR 12 PM 12 52  
LINDA McCULLOCH  
SECRETARY OF STATE

**CERTIFICATE OF SERVICE**

1. On August 23, 2013 I served the following document:

GGW GLOBAL BRANDS, INC. SUPPLEMENTAL OPPOSITION TO MOTION FOR  
ORDER APPROVING STIPULATION REGARDING RESOLUTION OF  
REMOVED ACTION

2. I served the above-named document by the following means to the persons listed  
below:

X ECF System (You must attach the "Notice of Electronic Filing")

X United States mail, postage fully prepaid

Mitchell J. Langberg, Esq.  
Brownstein Hyatt Farber Schreck LLP  
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PARKER SCHEER LAGOMARSINO LLP  
9555 South Eastern Avenue, Suite 210  
Las Vegas, NV 89123

David M. Stern, Esq.  
KLEE TUCHIN BOGDANOFF & STERN LLP  
1999 Avenue of the Stars, Thirty-Ninth Floor  
Los Angeles, CA 90123

1 I declare under penalty of perjury the foregoing is correct and true.

2 August 23<sup>rd</sup>, 2013

3 /s/ Kenneth E Lyon III

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